IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2017 MAR 29 PM 3:08

RICHARD R. ROOKER, CLERK

D.C.

CHARLES MIKE MATTHEWS,
Plaintiff/Husband,

vs.

JUANITA ARCOLA MATTHEWS,
Defendant/Wife.

DOCKET NO. 16D2315

BILL GARRETT, Davidson County
Trans:T20170055036 DEEDDIV
Recvd: 06/27/17 14:00 9 pgs
Fees:47.00 Taxes:0.00
20170627-0064712

FINAL DECREE

This cause came on to be heard on the 29th day of March, 2017 before the Honorable Philip E. Smith, Judge of the Fourth Circuit Court, upon the Plaintiff's Complaint for Absolute Divorce, upon the written and notarized Marital Dissolution Agreement executed by the parties, the testimony of the Plaintiff, and upon the entire record in this cause, from all of which the Court finds that the parties hereto have experienced such irreconcilable differences in their marriage that they are entitled to an absolute divorce, and provided for by T.C.A. Sec. 36-4-101 (14);

Regarding insurance, T.C.A. Sec. 56-7-2366, a Notice Regarding Insurance Coverage of Spouses and Former Spouses has been prepared, complied with, and filed with the Court; and, the provisions of said statute do apply to the parties;

This cause was filed on December 29, 2016 and has been pending for more than sixty (60) days;

There exist between the parties such irreconcilable differences as to render a further continuation of the marriage impractical and impossible;

The Marital Dissolution Agreement submitted to the Court for approval is fair and equitable and should be approved and made the judgment of this Court;

It is further **ORDERED, ADJUDGED AND DECREED** that the Plaintiff is hereby awarded an absolute divorce on the grounds of irreconcilable differences, and both parties are hereby restored to all the rights and privileges of unmarried persons;

It is further **ORDERED** that the Marital Dissolution Agreement submitted to the Court for approval is hereby approved and made the Order of this Court and is in words and figures as follows:

FOU.TH CIRCUIT

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

2016 DEC 29 PM 2:34

CHARLES MIKE MATTHEWS RICHARD R. ROOKER, CLERK

VS. R Thomas DOCKET NO.: 16D2315

JUANITA ARCOLA MATTHEWS)

MARITAL DISSOLUTION AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants, promises, and undertakings hereinafter more fully set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, THIS AGREEMENT is made and entered into this 29th day of December, 2016, by and between CHARLES MIKE MATTHEWS, hereinafter referred to as "Husband", and JUANITA ARCOLA MATTHEWS, hereinafter referred to as "Wife", for the purpose of defining certain rights and privileges and transferring certain properties, effective now and on the date of an Absolute Divorce is granted. THEREFORE, with the understanding that this Agreement will be used in a Circuit Court Divorce action, Docket No. _____, the parties do agree as herein below set out:

1. The parties have no minor children born, adopted or expected of this marriage.

2. The parties have a joint interest in a house and lot located at 306 Mystic Hill Drive, Goodlettsville, Tennessee 37072, and the parties agree as follows:

(a) The Husband shall have all right, title, and interest in and to said real property, and the Wife hereby waives any interest in, or rights to, said real property she may have. All interest in and to said property, is hereby divested out of the Wife and vested solely in the Husband.

(b) The Husband has been preapproved to refinance the real property into his name only. The Husband shall have the property refinanced into his name only prior to the date of the Final Decree in this cause.

(c) Upon refinancing said property into the Husband's name only the Husband shall pay to the Wife the amount of thirteen thousand one hundred fourteen dollars and forty cents ($13,114.40). Said amount is the agreed buyout amount that the

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Husband shall pay to the Wife for her interest in said property in settlement of the marital estate. Additionally, the Husband shall be responsible for the appraisal fee. The Husband shall make said payment to the Wife prior to the Final Decree in this cause.

(d) Upon full satisfaction of said buyout amount, the Wife agrees to execute a Quitclaim Deed in favor of the Husband wherein she shall relinquish all of her right, title, and interest in and to said real property, solely to the Husband. The Quitclaim Deed shall be executed and filed with the Davidson County Register of Deeds prior to the entry of the Final Decree. All of said transactions shall take place at the time of refinancing and prior to the entry date of the Final Decree.

(e) The Husband and Wife shall be equally responsible for the timely payment of the mortgage indebtedness, taxes, utilities, and insurance on said real property until the Wife relocates. The Wife may continue to reside and have access to the house to gather her belongings for up to two (2) months following the entry date of the Final Decree.

(f) When the Wife relocates within said two (2) month time frame the Husband shall then be solely responsible for the timely payment of the mortgage indebtedness, taxes, utilities, insurance, upkeep, and maintenance and all other expenses associated with said real property and he shall hold the Wife harmless thereon.

(g) The parties agree to sign any other documents necessary in order to effectuate the provisions herein.

3. The Wife shall have all right, title, and interests in and to one (1) 2012 Ford Fusion, VIN 3FAHPOHA3CR139299, titled in the Wife's name only, and the Wife hereby agrees to be solely responsible for, and hold the Husband harmless from, any debts and encumbrances secured by this vehicle. There is no outstanding balance associated with said vehicle.

4. The Husband shall have all right, title, and interest in and to one (1) 2005 Chevrolet Silverado, VIN 1GCEC14X652123198, one (1) 1994 Ford Ranger, VIN 1FTCR10A8RTA26777, and one (1) 1992 Cadillac Deville, VIN 1G6CD53BXN4200852, all of which are titled in the Husband's name only, and the Husband agrees to be solely responsible for, and hold the Wife harmless from, any debts and encumbrances secured by these vehicles, including but not limited to a debt owed on the 2005 Chevrolet Silverado owned to Skyline Credit Union with a current approximate balance of seven thousand five

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hundred forty nine dollars and forty-four cents ($7,549.44). There are no outstanding debts associated with the Ford Ranger and Cadillac Deville.

5. The Husband shall have all right, title, and interest in and to one (1) 2009 Harley Davidson Heritage Soft tail Classic, VIN 1HD1BW5169Y058470, titled in the names of both parties and the Husband agrees to be solely responsible for, and hold the Wife harmless from, any debts and encumbrances secured by this vehicle, including but not limited to a debt owed to Ascend Federal Credit Union with a current approximate balance of four thousand six hundred one dollars and ten cents ($4,601.10). The Husband shall also maintain and be financially responsible for the auto insurance on said vehicle. The Husband shall have the motorcycle refinanced into his name only prior to the entry date of the Final Decree in this cause. The Wife agrees to sign any documents necessary in placing the title to said vehicle into the Husband's name only once it is released from Ascend. The parties agree to sign any and all documents necessary to effectuate the provision herein.

6. The Wife shall have all rights and interest in her personal property, more specifically: the living room furniture, two (2) lamps, mirror, plaques, queen size bedroom furniture, armoire, tables lamps, kitchen utensils, dishes, bowls, pots and pans, bowls, canisters, coffee pot, cake taker, pancake grill, two (2) televisions, two (2) VCRs and some video tapes, dryer, luggage bags, drapes in the living room and bedroom, clothes, coats, hats, purses, shoes, jewelry, laptop, camera, family pictures, plants, books, DVDs, CDs, towels, washcloths, linens, bed comforter, Christmas Tree, trunk, and shower curtain and correspondence directed to her, her tax records, and all of her financial documents.

7. All other interest in any tangible personal property owned by the parties and now in the possession of the Husband is hereby divested out of the Wife and vested solely in the Husband; and all interest in any tangible personal property owned by the parties and now in the possession of the Wife is hereby divested out of the Husband and vested solely in the Wife.

8. The parties recently received a check in the amount of $2,500.00 from their prior mortgage company Loan Care. The check was made payable to both parties. The parties shall go together to a US Bank or the Southeast Credit Union and endorse the check. Each shall receive one-half of the proceeds of the check.

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9. The parties hereby agree that, except where herein described, each party shall be solely responsible for the timely repayment of any loans, debts, or accounts incurred in his or her own name, both prior to the signing of this Agreement and thereafter.

10. The parties acknowledge that they have a joint debt owed to Southeast Financial Credit union with a current balance of five thousand four hundred seven dollars and twenty-two cents ($5,407.22). The parties hereby agree that each of them shall be responsible for one-half of the outstanding debt and shall indemnify other party. Each shall pay $67.04 each month directly to Southeast Financial Credit Union. If either party fails to pay a payment by the due date, that party shall be solely responsible for any late fees or interest associated with the late payments that may accrue.

11. This decree does not necessarily affect the ability of a creditor to proceed against a party or a party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. It may be in the best interests of the parties to cancel, close, or freeze any jointly held accounts.

12. The parties acknowledge that the Husband has acquired an interest in a 401(k) retirement account through his employment. The Wife agrees to relinquish any claim or interest that she may have in the Husband's retirement benefits so that he shall own as his sole property, free and clear of any interest or claim of the Wife.

13. The parties acknowledge that the Wife has acquired an interest in certain 401(k) retirement, a pension, and an IRA Account. The Husband agrees to relinquish any claim or interest that he may have in the Wife's 401(k), and IRA Account and any other retirement and pension benefits so that she shall own as her sold property, free and clear of any interest or claim of the Husband.

14. The parties agree that neither party will pursue any spousal support or alimony form the other, now or in the future.

15. The Wife shall maintain the use of her married name, specifically: Juanita Arcola Matthews.

16. Pursuant to T.C.A. 36-4-131(a), mediation is hereby waived upon execution of this Marital Dissolution Agreement.

17. Both parties hereby agree that by signing this Agreement, they waive service of process, waive any questions regarding venue, the Defendant waives the right to

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file an answer, and they submit themselves to the jurisdiction of the Circuit Court for Davidson County, Tennessee.

18. Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

19. In the event that it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall be entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action.

20. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, and assigns.

21. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, collusion, or misrepresentation. The provisions of this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily. This Agreement contains the entire understanding of the parties. There are no representations, warranties, or promises other than those expressly set forth herein.

22. It is understood and agreed between the parties that, as a part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

23. The parties warrant and represent that there are no assts owned by them, either jointly or separately, and that they have no joint interest in any other assets, other than those which are reflected by the terms of this Agreement. The parties acknowledge that they have made a full and complete disclosure to each other of all assets in which they have an interest. Should it develop there were undisclosed assets, the party to whom the assets were not disclosed shall have the right to an equitable share of the undisclosed assets

and that right is specifically reserved despite the remaining terms of this Agreement or any applicable statute of limitation.

24. Each party shall be responsible for his and her attorney fees and the costs of this cause shall be assessed against the Plaintiff. The Wife hereby agrees to reimburse fifty dollars ($50.00) in attorney fees to the Husband for changes made to the Marital Dissolution Agreement prior to the entry date of the Final Decree

25. It is mutually understood and agreed by and between the parties hereto that this is a complete and final Marital Dissolution Agreement between them; and that in the event a divorce is granted, neither of them will ever hereafter have any property claims whatsoever against the other, except as provided for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

Charles Mike Matthews
CHARLES MIKE MATTHEWS

Juanita A. Matthews
JUANITA ARCOLA MATTHEWS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, CHARELS MIKE MATTHEWS, with whom I am personally acquainted, and who acknowledged to me that he signed the within MARITAL DISSOLUTION AGREEMENT as his free act and deed for the purposes therein contained, this 29th day of December, 2016.

NOTARY PUBLIC

My commission expires:

05/08/2018

MICHAEL K. WALKER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, JUANITA ARCOLA MATTHEWS, with whom I am personally acquainted, and who acknowledged to me that she signed the within MARITAL DISSOLUTION AGREEMENT as her free act and deed for the purposes therein contained, this 22 day of December, 2016.

NOTARY PUBLIC

My commission expires:

3-7-2017

SANDRA C. PHILLIPS
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires

It is, THEREFORE, **ORDERED** that bonds of matrimony binding the parties hereto be absolutely and forever dissolved and that the Plaintiff is hereby awarded an Absolute Divorce; and that each of the parties being Charles Mike Matthews, 306 Mystic Hill Drive, Goodlettsville, Tennessee 37072 and Juanita Arcola Matthews, 306 Mystic Hill Drive, Goodlettsville, Tennessee 37072 be vested with all the rights and privileges of an unmarried person; that the parties' Marital Dissolution Agreement is ratified and made a part of this Final Decree; and that the costs of this cause be assessed against the Plaintiff.

It is further **ORDERED** that each party shall pay his or her own attorney's fees.

It is further **ORDERED** that the Plaintiff shall pay the Court costs in this cause for which execution may issue if necessary.

For all which execution may issue as necessary.

ENTER, this the 29th day of March, 2017.

JUDGE

SUBMITTED FOR ENTRY:

MICHAEL K. WALKER
Tenn. Sup. Ct. Reg. No. 028756
Attorney for Plaintiff
341 Harrison Street
Nashville, Tennessee 37219
(615) 485-3065

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and exact copy of the foregoing has been furnished by U.S. Mail, postage prepaid the Defendant's attorney, Martha C. Child, 392 Harding Place, Suite 215, Nashville, Tennessee 37211 on this 29th day of March, 2017.

MICHAEL K. WALKER

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 29 day of MARCH, 2017, in Docket Number 16D2315 between MATTHEWS, CHARLES MIKE, Plaintiff, and MATTHEWS, JUANITA ARCOLA, Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 27 day of JUNE in the year two thousand seventeen and in the 240th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: R. Thomas

Deputy Clerk

[SEAL]

